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ABSTRACT

In an effort to develop a "one-stop learning center" to provide educational and library services to a remote community in northern Arizona, Coconino Community College (CCC), Northern Arizona University (NAU), and the City of Page have collaborated to create a CCC satellite campus in Page. The new facility will allow CCC to serve more than 600 students, provide more day and night classes, and expand student service resources to meet growing demands for educational services in a cost-effective manner. In the cooperative effort, the city donated approximately 25 acres of land for the project; NAU will install its computerized library database; and CCC will equip the library, supplement the city library's acquisitions efforts and services, and construct the library building. The instructional space of the facility will consist of traditional and interactive instructional television classrooms, vocational and technical laboratories, an art laboratory, a large multi-purpose lecture classroom, and science and computer laboratories. The student support services will include a learning enhancement center, an English as a Second Language lab, and a student lounge area. Includes a report on educational specifications for the campus and the intergovernmental agreement between the CCC District and City of Page. (TGI)

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ED 395 618

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# Working Together to Create a "One-Stop Learning Center"

## Three Governmental Entities Collaborate to Build a Satellite Community College Campus in Northern Arizona

by

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U.S. DEPARTMENT OF EDUCATION
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**Three Governmental Entities Collaborate to Break Ground for a Satellite Community College Campus**

The City of Page is in a remote area located amongst red shale cliffs and high desert and is a gateway to the Grand Canyon and Lake Powell and other recreational sites in northern Arizona. Now because of a unique three-way governmental partnership, it will also become a gateway to higher education for placebound citizens of Page and the Navajo Nation.

A partnership between three governmental entities is making this dream possible: Coconino Community College, Northern Arizona University, and the City of Page. CCC has been serving the Page area since the college was founded in 1991, utilizing classrooms from the Page Unified School District and renting a temporary facility. Enrollment from Fall 1994 semester to Spring 1995 semester alone has increased 40 percent. A demand for associate and baccalaureate degree courses and planning for a new city library prompted dialogue between the three agencies. The three entities realized their needs could be met better by collaborating to create a "one-stop learning center" for the citizens of Page and the surrounding communities. On April 18, the agencies reaffirmed their commitment during a three-party groundbreaking ceremony for the Page CCC campus and city library project.

**How It Was Done**

The City of Page donated approximately 25 acres of land to CCC for the collaborative project. The college worked with Page city government and library staff to craft an intergovernmental agreement to provide for the simultaneous construction of a library and multimedia community center on the college campus. The agreement makes possible a shared use of library, staffing, funding, a common parking lot, landscaping and other mutually beneficial working relationships.

The university will install its computerized library database: a full-text online journal database. The community college will equip the library with computers and CD-ROM products. The college will also supplement the city library's acquisitions, staffing, and help maintain a reserve shelf.

CCC is constructing a building which includes college classrooms, administrative and faculty offices, a student lounge area, lab rooms, a community meeting room, and space for other needs. The facility is expected to initially accommodate more than 600 students, and has a potential of serving up to 1,200 students.

This is a singular opportunity for the place bound citizens of Page. The new satellite campus will be utilized by and be available to all sectors of the Page community, and will provide hundreds of residents educational opportunities previously unavailable.

The new campus will also include two interactive TV classrooms, which Northern Arizona University will furnish. The IITV classrooms will enable the university to bring baccalaureate and graduate degree offerings to students in Page. Through the shared resources, NAU and CCC will have the flexibility to strengthen two-plus-two agreements and a carefully developed articulation agreement where students progress in a seamless transition from the Page High School (across the street) to CCC and then to NAU. With classrooms being in the same building, possible sharing of faculty and coordination of advising, students will hardly notice the difference when they move from Coconino Community College to Northern Arizona University.

**Done without raising taxes**

CCC has obtained financing from the Student Loan Marketing Association (SallieMae) to build the classroom facility and will amortize the debt through its annual budgets. County citizens are not being asked to provide additional taxes for the project. The days are gone when community colleges can come into a town and spend millions of dollars to build their own facility. We believe the wave of the future is to see more partnerships such as this. Without such a collaborative arrangement, the college, by itself, would be hard pressed to establish such a facility. The college is grateful to NAU and the city and citizens of Page for their enthusiastic support and commitment to capture the synergy of this endeavor. We can accomplish far more together, than we could even begin to imagine, separately.

The project demonstrates that governmental entities can work together for the good of the community. The new facility will allow CCC to serve more students, provide more day and night classes, and expand student service resources to meet the growing demand in a most cost-effective manner.

The entire community will benefit from this agreement as Coconino Community College brings the type of quality education that Page has been working to achieve.

CCC has been lauded by Arizona's State Board for Community Colleges for its innovative partnership

with the City of Page and NAU in the satellite college idea. Still another city in the state, Payson, is exploring the feasibility of replicating the model there.

These days people are prone to thinking that government doesn't work. However, these three governmental agencies are demonstrating through their strong partnership that government can work.

Educational Specificatcns
for the
Page Satellite Campus

# COCONINO COMMUNITY COLLEGE

*promoting student success through comprehensive learning opportunities for its community*

# EDUCATIONAL SPECIFICATIONS
# for
# THE PAGE SATELLITE CAMPUS
# of
# COCONINO COMMUNITY COLLEGE

051595

## GENERAL

This narrative is a description of educational specifications for the Page Satellite Campus of Coconino Community College.

The facility is envisioned as a satellite facility which could accommodate initially up to 150 full-time student equivalent (FTSE). Weight should be given to the ideas of low-maintenance, easy accessibility by all students, energy efficiency, harmonious surroundings, and respect for the environment. Technology should be addressed through the use of coax or fiber optic and telecommunication cables in each classroom and office. Due to the nature of electrical power in Page, it is suggested the entire facility be protected from power surges. The facility design should use state of the art strategies to implement the integration of programs and services. When developing the facility, the architect should be guided by the concepts contained in these educational specifications.

The facility will be primarily a commuter campus. It is essential that the facility be designed with ease of access, maintenance and operation foremost in mind. Therefore, considerations for student, faculty and staff parking, security, and access are of utmost importance.

In designing the facility, it is requested the architect bear in mind the possibility that the facility may require future expansion and therefore the possible need for enlargement should be weighed. Additionally, the City of Page will be locating their new library adjoining this facility with a possible common wall. Therefore, consideration should be given to a common corridor which would serve both facilities. The following specific major areas are to be considered in the primary building:

# I. INSTRUCTIONAL

Instruction is the primary activity of the college; instructional space should be approximately 60 to 70% of the total ground plan.

**TRADITIONAL CLASSROOMS** - Three or four general classrooms with 25 student capacity will be used to accommodate general lecture/discussion classes such as mathematics, English, history, and social sciences. Cabling and electrical needs for and placement of wall-mount A/V equipment should be made.

**INTERACTIVE INSTRUCTIONAL TELEVISION (IITV) CLASSROOMS** - Two (2) classrooms approximately 25 feet by 25 feet with seating capacity for 25 students should be designed to meet IITV needs. These classrooms should be constructed back-to-back and separated by two (2) control rooms, each approximately 15 feet by 12 feet--one for each classroom. The control rooms need to have access to the classroom they serve and an additional entry not through the classrooms.

HVAC for these rooms needs to be designed in such a way so as to generate minimal noise. Sound levels need to be kept very low to avoid interfering with the numerous microphones necessary for IITV instruction. It is suggested that HVAC equipment be located remotely to avoid extraneous noise.

Lighting requirements are also important. 100 foot-candles of florescent lighting, evenly distributed, is necessary. Diffusion of light needs to be at the drop ceiling level, not above. For security reasons, windows should be discouraged.

**VOCATIONAL/TECHNICAL LAB/CLASSROOM** - One lab/classroom of approximately 900 square feet to be dedicated to vocational/technical courses. These courses could include such varied offerings as marine mechanics training, electrical apprenticeship training, construction technology, and small engine and generator repair.

Power and water outlets need to be at numerous locations throughout the room. The floor should be of an easily maintained durable surface with multiple floor drains and accompanying grease traps. Wall finishes should likewise be durable and easily maintained. Ventilation should be adequate to expel exhaust fumes produced by the testing and operation of internal combustion engines.

**ART LAB** - One art room with a 25 student capacity should be equipped with at least two deep industrial sinks and abundant natural north lighting and skylights. Storage space for supplies should be in a securable room which could double as a dark room for photography courses. Storage space for student work in progress should be built into one wall. A kiln room with outside wall access for future development of a ceramics program should also be provided. Ventilation should be provided to exhaust fumes created from courses in jewelry making and stained glass.

**LARGE MULTI-PURPOSE LECTURE CLASSROOM** - One large, general purpose room with 50 person capacity will be used to accommodate large group lectures, conferences, workshops (such as Elderhostel), and community and college meetings. If possible, this room should adjoin the administrative area due to the nature of support activities required by administration.

A small kitchen area devoted to fast food preparation and/or catering should be considered to support the conference room concept. The design should be such that this kitchen area is isolated from the multi-purpose room but easily accessible from it and other areas of the building as well.

**SCIENCE LAB** - One 900 square foot science room with an area for tables and chairs and an area for 12 student stations should be equipped to accommodate physical science labs, such as chemistry and physics, and life sciences labs such as biology and anatomy/physiology. A long work counter with a large deep double sink, a vent hood, gas and electrical outlets is envisioned along one wall of the room. In addition, the lab must have sufficient storage for equipment. A secured, vented chemical preparation room with a sink for reagents and potentially hazardous materials should be provided. The lab stations should be of the modular type so as to be easily reconfigured and equipped with electricity. Safety equipment and an eyewash including an emergency shower should be included. Vent hoods and sinks should be constructed of materials like stainless steel or epoxy coating for long service life. The lab must also meet all ADEQ environmental requirements and OSHA safety specifications.

**COMPUTER LAB** - One computer/office skills training lab with 25 student work stations should be equipped with capabilities of teaching computer science (programming and software applications), computer aided design (CAD), and secretarial training courses, such as word processing and desk top publishing. The use of individual PC's and local area networks with word processing, CAD, and programming/software capabilities eliminates duplication of equipment and facilities.

Adequate secure storage must be provided for equipment and supplies necessary to conduct the instructional program(s).

Attention must be paid to the quality of electrical service to the computer lab. Electrical service to Page is often interrupted or contains surges of sufficient energy to disable computer systems. Capacitors (UPS, batteries, etc) of sufficient size should be installed to enable the lab to operate without suspension for short periods (15 minutes) of time.

## II. STUDENT SUPPORT SERVICES

CCC considers student support to be extremely important for the success of our students. These areas should be 20 to 30 percent of the total ground area.

**LEARNING ENHANCEMENT CENTER** - The LEC should be a comprehensive center encompassing all phases of learning assistance, including library services, peer and one-on-one study areas, computer-aided instruction, and special needs assistance. The LEC should be a comfortable, non-classroom-like area that is attractive to students.

The LEC space should contain the following: a reception area with storage space; a recreational reading area with comfortable seating, good lighting, and magazine racks; storage cabinets and a secure storage room; a computer area where students can word process papers and work on tutorial software; one (1) private office for student conferences; one (1) group study room of approximately 100 square feet with a window in the door; (1) quiet study area with study carrels for up to 10 students; a general study area with tables and chairs where students can receive one-on-one assistance; a temporary library services area including shelving for reserve materials and shelving for reference books, a dictionary stand, on-line search and retrieval equipment, and a distribution counter (to be used until Page City Library is in place); a TV/VCR viewing area; and a secure testing area for approximately 3-4 students. Electrical outlets should be plentiful to provide for flexibility in layout.

**ABE/ESL LAB/ROOM.** The ABE/ESL lab/room should have a 15 student capacity and be located in, but securable separately from, the LEC. Since ABE is an open-entry/open-exit, individualized program, room furniture configuration should be designed for independent study and conducive to easy access and circulation throughout the room by students and staff. The room will be equipped with a variety of instructional materials including computers, audio visual equipment with appropriate software, and A.V. materials to provide a variety of teaching media to enhance

individualized learning. Adequate secure storage must be provided for equipment and supplies necessary to conduct the instructional program(s). Electrical layouts should be plentiful to provide for flexibility in layout.

**BREAK ROOM/STUDENT LOUNGE AREA** - This area should be capable of accommodating approximately 20 students/staff/visitors. The room should provide space for a variety of vending machines for snacks, coffee, soft drinks and provide an atmosphere for student conversation and relaxation. A counter for a sink and a microwave oven, space for a small refrigerator, and lockers should be made available for student use. Sensitivity should be given to the location of this area as a higher than normal noise level is expected to be generated by the nature of this area.

## III. ADMINISTRATIVE AREA

The administrative area should be located at what is perceived as being the main entrance of the building. In total area it should be 10 to 15 percent of the total floor space.

**RECEPTION/REGISTRATION** - This area, which should be placed directly inside the main entrance to the Page Center, should be designed with economy of personnel in mind and large enough to accommodate registration activities including computerized class sign-up and cashiering functions. Consideration should be given to student traffic flow which is considerable during registration periods. Additionally, the area should provide at least one work station for reception and clerical functions, responding to public inquiry, and providing clerical support for the center director.

A secure room of approximately 100-150 square feet should be considered to store student records and monies. This room should be as fire safe as possible to insure the integrity of student records.

Adequate counter space should be provided so that students/visitors will have sufficient area for filling out forms, etc. All or a portion of the counter should be of a proper height to accommodate mobility impaired students/visitors. Adequate storage must be provided for equipment and supplies necessary to conduct instructional program and student services. Additional storage should be provided for the necessary office supplies and equipment.

**ADMINISTRATION** - An area should be provided for a Dean and an assistant. Consideration should be made to co-locating this area with the student reception area. A small custodial and maintenance area will be required.

An administrative computing/telecommunication/microwave equipment vault should be designed to provide adequate security and ventilation for sensitive equipment. A constant temperature environment is essential. A space of 300-400 square feet would be adequate for present and future needs. Again, a clean, filtered and regulated power source is crucial.

**OFFICE SPACE** - Space for six offices should be provided for immediate and future needs as well as for anticipated full-time faculty and counseling staff. Private office space should be made available for visiting administrative and professional personnel and part-time faculty.

**FACULTY/STAFF WORK AREA** - Sufficient space should be provided for the faculty/staff work area where a copy machine, staplers, mailboxes, and faculty computers could be located. The area should have adequate shelving for storage of necessary supplies and materials.

**SEMINAR/CONFERENCE ROOM** - One seminar/conference room should be equipped with conference table(s) and chairs with a seating capacity for approximately 20 people. Counter space with a sink incorporating instant hot water and electrical outlets should be provided. This room should be located near classrooms but adjacent to the administrative area, and may also be used by community organizations as a meeting room.

**TEXTBOOK/STORAGE/SALE AREA** - One textbook/storage sale area of approximately 150 square feet with shelf space should be provide for distribution and sale of textbooks. The storage area should provide space for textbook sorting and storage to maximize efficiency in book distribution. A small sales counter or "dutch door" opening to the registration/reception area would be helpful in providing services to students.

**STORAGE AREA** - One general storage area of approximately 150-200 square feet should be provided for the storage of supplies, teacher texts and materials, and a receiving area for supplies.

## IV. ADDITIONAL CONSIDERATIONS

## A. EXTERIOR

**PARKING** - Attention should be given to providing adequate parking for the numbers of students anticipated within the center. It is essential that ample barrier free parking be provided for potentially handicapped students, faculty, and staff.

**SECURITY** - It is imperative in the design phase the architect give great attention to both physical security for the building and college property, as well as student, faculty, and staff security and safety.

**EXTERIOR LIGHTING** - High efficiency exterior lighting should be provided within the parking area and walkways to provide ample visibility during periods of darkness. Also, security lighting should be provided around the building to deter would be intruders to the building. Consideration should be made for installing a security alarm system in conjunction with the lighting.

**WINDOWS** - Windows should be so designed and constructed so as to limit forced access, i.e. windows should be small enough so as to deter ingress and removal of equipment. It is suggested that windows be small and placed high enough so as to limit accessibility.

Energy efficient skylights should be used wherever possible to increase natural light and reduce the dependence on artificial light.

**LANDSCAPING** - It is important that the design of the facility be completed with the concept that it be low labor intensive for operation and maintenance. It is suggested that the architect make generous use of patios and paving bricks to reduce yard landscape and maintenance associated with vast expanses of green lawns. A large central patio, accessible only from within the college, would allow exterior windows to be used in the majority of rooms and provide a place for student gatherings, guest speakers, small concerts/theatrical presentations, and informal meetings.

Any landscaping developed should be low water intensive. The exterior of the building should blend easily with other local architecture in the vicinity and should follow the architectural lead of more modern, well-designed contemporary buildings in the area,

such as the Park Service Headquarters. Covered patios to provide overflow areas for students and smoking areas for smokers should be considered.

## B. INTERIOR

**ALARM CAPACITY** - The building should be adequately wired to provide an alarm to the fire department and police department should that eventuality be needed.

**REST ROOMS** - Adequate rest rooms for male and female students should be furnished and provide barrier free access for mobility impaired students. Rest room capacity for female students should be greater than that for male students as females are a larger percentage of our student population.

**LIGHTING/WALLS** - Carpeting should be planned throughout the college, except in art room, science labs, and student lounge area. Lighting in study/work areas should be non-florescent and natural wherever possible to minimize harshness and glare. Electrical outlets should be plentiful to allow for flexibility in layout.

## C. OTHER

**ARCHITECT/ADMINISTRATION RELATIONSHIP** - It is important that the architect work closely with the Coconino Community College administrative staff and the City of Page during development of the project and formation of schematics. During the design phase, close communication with the area specialists is encouraged. The CCC administration and the City of Page is committed to a close working arrangement during the project.

COCONINO COUNTY
INST: 95-51967 FEE:$ 10.50
AT THE REQUEST OF:
COCONINO COMMUNITY COLLEGE
DATE: 11/03/1995 TIME: 11:30
DKT: 1818 PG: 923 PAGES: 010

# INTERGOVERNMENTAL AGREEMENT

## BETWEEN

## COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

## AND

## CITY OF PAGE

This Agreement is between **COCONINO COUNTY COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as **"CCC"**) and the **CITY OF PAGE** (hereinafter referred to as **"City"**).

## RECITALS

1. CCC is a political subdivision of the State of Arizona which is authorized to construct and operate community college facilities pursuant to Title 15 of the Arizona Revised Statutes, subject to the approval of the State Board of Directors of Community Colleges pursuant to A.R.S. 15-1424C.

2. The City of Page is a municipal corporation which is authorized to construct and maintain library facilities pursuant to Title 9 of the Arizona Revised Statutes.

3. CCC and the City are public agencies which may jointly exercise their powers or enter into an intergovernmental agreement for cooperative action under A.R.S. 11-952 and 15-1444B(3).

4. The City currently owns land suitable for development into a CCC campus and a public library, and associated appurtenances.

5. Both the City and CCC would benefit from the cooperative use and development of land within the City for these purposes.

6. The City and CCC wish to combine resources in order to provide for the establishment of a CCC campus facility in close proximity to the public schools and the city library.

**NOW THEREFORE**, the City and CCC agree as follows:

## AGREEMENT

1. Special Provisions

a. Form of Conveyance

(1) The City agrees to transfer by quit claim deed to the State Board of Directors for Community Colleges of Arizona, for the benefit of COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, the 20 acre parcel identified on the attached map and "Legal Description For Proposed Community College". The City of Page agrees to donate the land without monetary compensation from the COCONINO COUNTY COMMUNITY COLLEGE DISTRICT. The transfer shall be a fee simple determinable estate with the City retaining a possibility of a reverter. The language of the deed shall be similar to "...the City of Page hereby quit claims to the State Board of Directors for the benefit of COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, so long as the following described real property is used for a community college campus...". Further, the quit claim deed shall contain the following provisions:

This Dedication Deed is made and accepted subject to the following express conditions, reservations, restrictions, covenants and exceptions, to-wit:

a. There is hereby reserved to the City of Page, its successors and assigns, for the use and benefit of the public, the right-of-way for roadway purposes and utility easements as described on that plat recorded at Case _____, Map _____, Records of Coconino County Recorder. All water rights pertaining to or connected with the aforedescribed property acquired by the City of Page through any source whatsoever are hereby reserved to the City of Page, its successors and assigns.

b. The COCONINO COUNTY COMMUNITY COLLEGE DISTRICT, for itself, successors and assigns, covenants and agrees that it will, at its sole expense, extend all utilities to the aforedescribed real property. The City will reimburse CCC for half the costs of the sewer main extension.

c. There is hereby reserved to the City of Page, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the air space above the surface of the premises herein conveyed, together with the right to cause in and adjacent to said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air using said air space or landing at, taking off from or operating on the Page Municipal Airport.

d. The City of Page reserves unto itself a continuing right to keep the air space over the aforedescribed property, above a height prohibited by Federal Aviation Administration Rules and Regulations, free from any and all buildings, structures or growths which may now extend or which at any time in the future may extend

above the aforesaid height, together with the right of ingress to, egress from, and passage over the aforedescribed property for the purpose of effecting and maintaining such clearances and of removing any and all structures which may now or may hereafter extend above the said height.

e. The State Board of Directors for Community Colleges of Arizona and the COCONINO COUNTY COMMUNITY COLLEGE DISTRICT shall not construct, nor permit, nor suffer to remain upon said property any obstruction which extends above the height aforesaid and shall not permit or suffer use of the said property in such a manner as to create electrical interference with radio communication between the installations upon the Page Municipal Airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to result in glare in the eyes of flyers using said airport, or as to impair the visibility in the vicinity of said airport, or as to otherwise endanger landing, takeoff, or maneuvering of aircraft.

f. Excepting therefrom all minerals reserved to the Navajo Tribe by the act of September 2, 1958 (72 Stat. 1686).

(2) The City will reserve in perpetuity from the deed a portion of the parcel of sufficient size (to be determined prior to the finalization of the agreement) to build its library, library parking lot, and an easement in gross to use the remainder of the property for access, parking, and landscaping, except for the area to be used by Northern Arizona University for its facility (hereinafter referred to as "NAU"). The parties acknowledge that NAU may construct a satellite learning center on the site in the future and that the construction and use of the parcel will be the subject of a separate agreement between CCC and NAU.

(3) The City will provide a survey of the property at its expense, describing the entire parcel and the area reserved for the library building.

b. **Construction of projects**

(1) As its initial phase, CCC will construct a college classroom/administrative facility of approximately 15, 000 square feet and parking and landscaping sufficient to accommodate the CCC facility and the proposed City library and City library parking lot pursuant to Page City Building Codes, Subdivision Code, and Zoning Code.

(2) The City of Page agrees that the zoning currently in effect for the subject parcel allows for public uses contemplated by this agreement. CCC agrees to comply with the City's design standards, building codes, zoning code and Master Plan and will seek appropriate variances if necessary.

(3) CCC will hire a qualified architect, selected in accordance with the State Procurement Code and CCC policy. The architect will be responsible for the design, construction administration, and observation required to sufficiently warrant that

construction of the CCC building(s) and associated parking and landscaping are constructed in accordance with plans and specifications.

*(4)* The City, as a participant in the selection process for the CCC architect may hire the same qualified architect to design its library facility. It is desirable that the architect be selected by CCC with the City of Page concurrence. In the alternative, the City may contract with CCC for architectural services for the design of its library. In the event the City elects to contract with CCC for such services CCC shall negotiate a written change order with the architect employed by CCC and the City shall approve the change order as to form.

(5) The City agrees to adopt a design for its library which is compatible in appearance, form, and function with the CCC facility. It is desirable for the design to allow for a common wall between the City library and the CCC facility.

**c. Cost sharing for common areas.**

(1) CCC agrees to construct, maintain, and repair the parking and landscaping for the entire parcel including the library parcel reserved by the City. Ownership of any of the common areas shall remain in CCC at all times during and after this IGA.

(2) The City agrees to reimburse CCC for its pro-rata share of the landscaping areas, determined according to the requirements associated with the library and the actual cost for the construction of the library parking lot. Prior to the actual construction of said improvements the parties shall agree on the City's share thereof. The City shall endeavor to reimburse CCC within six (6) months of the completion of the project for its share of the costs of said improvements. In no case shall reimbursement go beyond one year from the completion date.

(3) The City agrees to pay, in accordance with the City budget therefore, its pro-rata share of the maintenance and repair costs for the agreed upon common areas based upon the building codes, subdivision code, and zoning code requirements of the library. These costs may include irrigation water for landscaping, lighting for the parking area and walkways not separably metered, snow and trash removal from the common areas, and any other utility cost arising out of the use, maintenance, and repair of the grounds outside the buildings. CCC will bill the City on a monthly basis for its share of the repair and maintenance costs.

(4) CCC will pay the utility costs incurred by the use of its building; City of Page will pay the utility costs incurred by the use of its building. Utilities shall be separately metered.

**d. Operation of Library**

(1) The City library shall be open to the public and students of CCC for those hours that are currently in effect for the library. The library hours of operation may be hereafter modified by agreement of the parties.

(2) CCC agrees to reimburse the City for all direct and incidental salary costs associated with the employment of one half-time library employee by the City commencing with the opening of the library. The City will bill CCC on a monthly basis for said costs. As the Page Center grows and as usage by CCC faculty and students increases, CCC will appropriately annually budget for additional employee hours for the library. Additionally, CCC will contribute college work-study, intern, or other students, as available, interested in library science to assist the City library operation.

(3) CCC agrees to contribute, in funding or by the direct contribution of reference materials equally valued, the sum of $2,000.00 per year at the beginning of the City's fiscal year. The reference materials so contributed shall become and remain the property of the City.

(4) CCC agrees, prior to the opening of the library, to supply the necessary equipment for the delivery of CARL reference material and CD ROM reference materials. CCC will maintain CARL and CD ROM equipment and train City library personnel. The City library will maintain a reserve shelf for reference materials for the primary use of CCC faculty and its students.

2. Duration

(a) The conveyance of the real estate shall be in perpetuity, except as herein provided.

(b) The IGA shall be annually automatically renewable and shall remain in effect for twenty-five (25) years unless earlier terminated by law or by agreement of the parties upon one year's written notice to the other party.

3. Financing

(a) The City will finance the construction of its library with city sales tax revenues, donations, or other sources and in accordance with its capital facility plan.

(b) CCC will finance the construction of its classroom/administrative facility and associated common areas with a loan from the Sallie Mae Federal Loan program. Application for the loan is in progress.

(c) Maintenance costs shall be funded through annual appropriations of each governing body and will be subject to the availability of funds for such appropriation.

4. Termination

(a) The agreement may be terminated by either party upon one year's written notice to the other party.

(b) In the event of an early termination by the City, CCC will have the first right of refusal to purchase the city facility in accordance with applicable statutes and regulations governing the acquisition of real property by a community college, and at a negotiated price no greater than the average of three qualified appraisals.

5. Conflict of Interest

Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation, within three years after its execution, by the City or CCC if any person significantly involved in initiating, negotiating, securing drafting or creating the Agreement on behalf of the City or CCC is, at any time which the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

6. Effective Date

This Agreement shall be effective when filed with the Coconino County Recorder and shall remain in effect for twenty-five (25) years from the date of execution unless earlier terminated by law or as provided in Section 4 of this Agreement. The parties may renew the contract upon written agreement filed with the Coconino County Recorder.

7. Insurance and Liability

CCC shall defend, save and hold the City harmless from and against all liability, damage or loss (other than consequential or special damages), suffered by the City by reason of any default by CCC in the performance of any of the provisions of this Agreement or any failure by CCC to carry out its duties in accordance with the provisions of this Agreement.

The City shall defend, save and hold CCC harmless from and against all liability, damage or loss (other than consequential or special damages), suffered by CCC by reason of any default by the City in the performance of any of the provisions of this Agreement or any failure by the City to carry out its duties in accordance with the provisions of this Agreement.

The parties agree to hold each other harmless from any and all liability, injury or damage which may result from that party's usage of the facilities.

8. Disposition of property upon termination

Upon termination of this agreement the City retains the library, the library collection, and the land with the improvements thereon reserved for library and CCC retains the land and improvements thereon subject to the reversionary clause.

**9. Discrimination**

The parties to this agreement shall observe all federal, state and local laws regarding non-discrimination and access to services, activities and programs established or provided by this agreement. The provisions of this agreement include, but are not limited to discrimination on the basis of race, creed, color, sex, age, ancestry, national origin, political or religious affiliation and disability.

**10. Legal Review**

The attorneys for the City and CCC have reviewed and approved this Agreement as required by A.R.S. 11 -952(D).

DATED this 20 day of July 1995.

CITY OF PAGE

By: _____
Mayor

ATTEST:

_____
City Clerk

COCONINO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
President

ATTEST:

_____
Board Recorder

Approved as to form and this Agreement is within the powers and authority granted under the laws of the State of Arizona to the City of Page.

_____
CHARLES W. STODDARD III
City Attorney

Approved as to form and this Agreement is within the powers and authority granted under the laws of the State of Arizona to COCONINO COUNTY COMMUNITY COLLEGE DISTRICT.

JEAN E. WILCOX
Deputy County Attorney
Coconino County

APPROVED BY THE STATE BOARD OF DIRECTORS FOR COMMUNITY COLLEGES OF ARIZONA ON Aug 19, 1995

ATTEST: Donald E. Puyear
DONALD E. PUYEAR, EXECUTIVE DIRECTOR

## LEGAL DESCRIPTION FOR PROPOSED COMMUNITY COLLEGE

BEGINNING AT THE NORTHWEST CORNER OF A PARCEL OF LAND RECORDED IN CASE 4, MAP 97, COCONINO COUNTY, ARIZONA RECORDER'S OFFICE, BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 19°59'25" EAST A DISTANCE OF 450.49 FEET;

THENCE SOUTH 04°58'01" EAST A DISTANCE OF 541.11 FEET;

THENCE NORTH 87°54'17" WEST A DISTANCE OF 1111.53 FEET;

THENCE THROUGH A CURVE TO THE LEFT WITH A TANGENT BEARING OF NORTH 52°22'38 WEST WITH A RADIUS OF 270.00 FEET A DISTANCE OF 165.06 FEET THROUGH A CENTRAL ANGLE OF 35°01'33";

THENCE NORTH 87°24'11" WEST A DISTANCE OF 288.59 FEET;

THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 470.00 FEET A DISTANCE OF 194.21 FEET THROUGH A CENTRAL ANGLE OF 23°40'33";

THENCE NORTH 63°43'39" WEST A DISTANCE 137.73 FEET;

THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 101.56 FEET A DISTANCE OF 77.23 FEET THROUGH A CENTRAL ANGLE OF 43°34'07";

THENCE NORTH 69°50'24" EAST A DISTANCE OF 1223.48 FEET ALONG THE ADOT R.O.W OF HIGHWAY 89 BUSINESS LOOP;

THENCE NORTH 20°00'00" WEST A DISTANCE OF 25.24 FEET ALONG THE ADOT R.O.W OF HIGHWAY 89 BUSINESS LOOP;

THENCE NORTH 69°50'24" EAST A DISTANCE OF 446.05 FEET ALONG THE ADOT R.O.W OF HIGHWAY 89 BUSINESS LOOP;

THENCE NORTH 20°00'00" WEST A DISTANCE OF 30.52 FEET ALONG THE ADOT R.O.W OF HIGHWAY 89 BUSINESS LOOP;

THENCE NORTH 69°50'24" EAST A DISTANCE OF 174.00 FEET ALONG THE ADOT R.O.W OF HIGHWAY 89 BUSINESS LOOP TO THE TRUE POINT OF BEGINNING;

CONTAINING A TOTAL OF 23.72 ACRES MORE OR LESS.

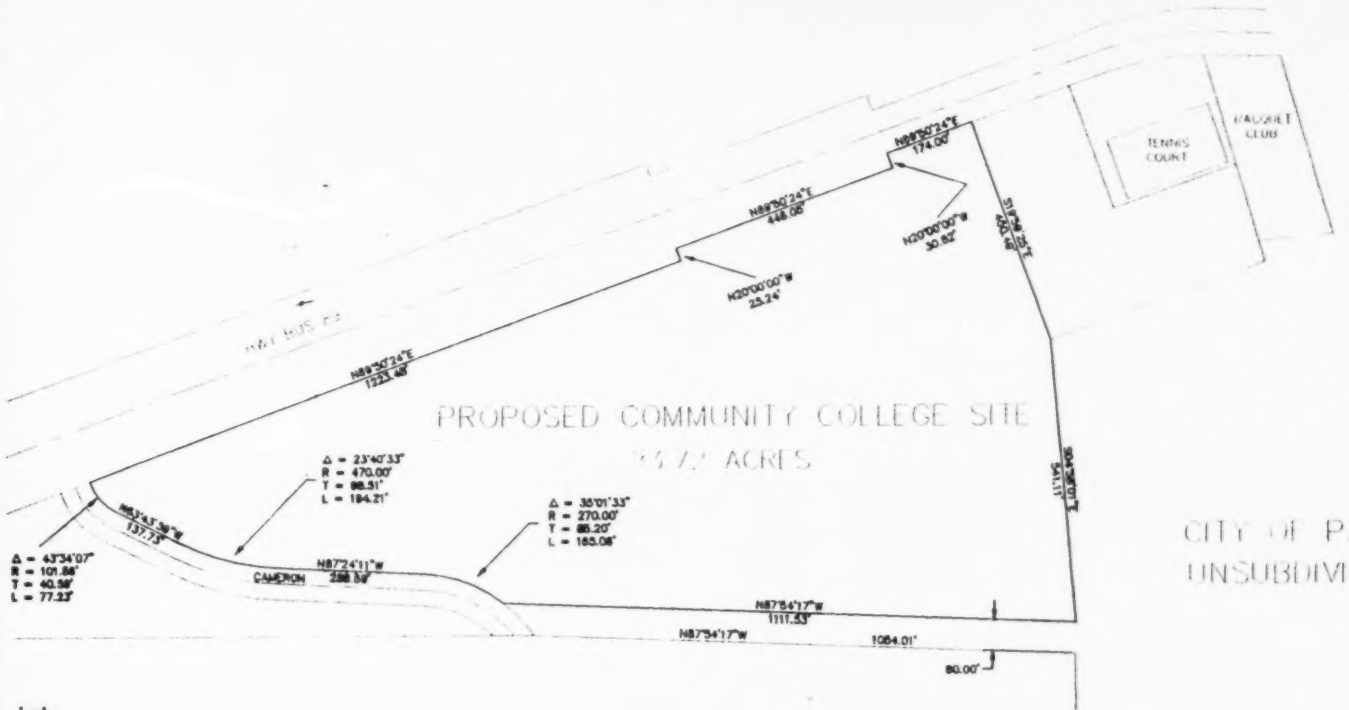
**NOTE:**
This legal description is subject to change with the submission of an approved site plan.
This legal description is subject to a future plat of proposed community college and Page Public Library.
This legal description is subject to the withdrawal or exception of 3 acres for the Page Public Library.
This legal description is subject to future easements and easements of record.

C ZORN 6/9/95



1818-931

# PROPOSED COMMUNITY COLLEGE PROPERTY BOUNDRY




GRAPHIC SCALE

| CITY OF PAGE<br>PAGE, ARIZONA<br>COMMUNITY COLLEGE BOUNDRY | |
|---|---|
| DRAWN BY COREY ZORN | DATE 6/9/95 |
| DESIGNED BY COREY ZORN | DATE 6/9/95 |
| CHECKED BY DAN HAYHURST | DATE 6/9/95 |
| APPROVED BY FRED LABRAM | DATE 6/9/95 |
| SCALE 1" = 100 | SHEET 1 OF 1 |

18818-932

BEST COPY AVAILABLE